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**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF LEESBURG; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.**

**WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community” (§171.201, *Florida Statutes*); and

**WHEREAS**, the Interlocal Service Boundary Agreement Act is also intended to “establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation” and “to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments” (§171.201, *Florida Statutes*); and

**WHEREAS**, on September 9, 2013, the City of Leesburg adopted a Resolution inviting Lake County, the City of Tavares and the City of Fruitland Park to participate in the negotiation of an Interlocal Service Boundary Agreement (ISBA) pursuant to §171.203, *Florida Statutes*; and

**WHEREAS**, on November 5, 2013, Lake County adopted a responding Resolution inviting the Towns of Lady Lake, Montverde, Howey-in-the-Hills, and Astatula, and the Cities of Clermont, Minneola, Groveland, Mascotte, Mount Dora, Eustis, Tavares, Umatilla, Leesburg, and Fruitland Park to participate in the negotiation of an Interlocal Service Boundary Agreement (ISBA) pursuant to §171.203, *Florida Statutes*; and

**WHEREAS**, subsequent to the City of Leesburg's September 9, 2013 Resolution, representatives for Lake County, the Cities of Leesburg, Tavares, Fruitland Park and the Village

Center Community Development District (collectively, the “Parties”) met and negotiated an ISBA addressing annexation of non-contiguous properties, annexation and maintenance of right of way, development applications, land development regulations, comprehensive plan provisions, solid waste, fire hydrants, sharing of equipment and resources, fire and rescue services, E-911 system, and addressing standards; and

**WHEREAS**, the Parties have reduced their agreement to a writing, as set forth in the ISBA attached hereto as **Exhibit “A”**; and

**WHEREAS**, the negotiated ISBA attached hereto as **Exhibit “A”** meets the goals of the Interlocal Service Boundary Agreement Act in that it fosters intergovernmental coordination in planning, service delivery, and boundary adjustments, and promotes efficient and effective service delivery while balancing the needs and desires of the community; and

**WHEREAS**, §171.203(14), *Florida Statutes*, states that when “the local governments have reached an interlocal service boundary agreement, the county . . . shall adopt the agreement by ordinance”; and

**WHEREAS**, the County has the authority to enter into the attached ISBA pursuant to §125.01, *Florida Statutes*;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Lake County, Florida as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Adoption.** The Lake County Board of County Commissioners hereby adopts the Interlocal Service Boundary Agreement between Lake County and the City of Leesburg, attached hereto and incorporated herein as **Exhibit “A.”**

**Section 3. Severability.** If any section, sentence, clause, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

**Section 4. Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, *Florida Statutes*.

**Section 5.**    **Effective.**    This Ordinance shall become effective as provided for by law.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Filed with the Secretary of State \_\_\_\_\_, 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Jimmy Conner, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

1  
2  
3

EXHIBIT A

ISBA AGREEMENT TO BE ATTACHED HERE

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN**  
**The City of Leesburg and Lake County, Florida**

**October 22, 2014**



1       **WHEREAS**, the Parties find that the benefits of intergovernmental communications and  
2 coordination will accrue to both Parties; and

3       **WHEREAS**, the elected officials of the Parties have met and negotiated in good faith to resolve  
4 issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their  
5 agreement to writing as set forth in this Agreement; and

6       **WHEREAS**, this Agreement is entered into pursuant to the authority of Article VIII of the  
7 Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes*  
8 (2012); and

9       **WHEREAS**, the cities of Groveland, Clermont, Mascotte, Minneola and Howey-in-the Hills  
10 have consented to this Agreement as nothing in it affects them in any way; and

11       **WHEREAS**, the cities of Fruitland Park and Tavares have consented to this Agreement setting  
12 forth the exclusive annexation area for LEESBURG; and

13       **NOW THEREFORE**, in consideration of the mutual covenants set forth in the Agreement, the  
14 receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

15       1.     **RECITALS.** The above recitals are true and correct and, by this reference, are hereby  
16 incorporated into and made an integral part of this Agreement.

17       2.     **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit  
18 A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such  
19 map the boundary areas for LEESBURG as well as unincorporated areas.  
20

21       3.     **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the  
22 Leesburg ISBA boundary as displayed on Exhibit A, attached hereto and incorporated herein by  
23 reference:  
24

25           a. Only Leesburg shall have the legal right to annex properties within the Leesburg ISBA  
26 boundary and no other cities shall annex any of such areas.  
27

28           b. LEESBURG shall not annex any areas outside the LEESBURG ISBA without the approval of  
29 the COUNTY.  
30

31           c. The following shall govern any annexations of Leesburg in the Leesburg ISBA area.  
32

33           i.   **Part I Chapter 171, Florida Statutes.** LEESBURG shall be entitled to annex any  
34 property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.  
35

36           ii.  **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the  
37 annexation of any enclave or the creation of any enclave which is the result of an  
38 annexation, so long as LEESBURG agrees to provide services to such enclave, and  
39 LEESBURG holds a public hearing prior to such annexation where the owners of all  
40 properties within the enclave are given written, first class mail notice, and an  
41 opportunity to comment publicly at such meeting.  
42

43           iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida**  
44 **Statutes; Specific Properties.** COUNTY hereby consents to the annexation of any  
45 non-contiguous real property in the unincorporated area within the Interlocal Service

Boundary Area by LEESBURG as depicted in "Exhibit A" provided that subject properties are

1. presently served by LEESBURG or other public central water and/or sewer utility; or
2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further LEESBURG shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

d. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of LEESBURG, so long as at least one side of the road will be bounded by property located within LEESBURG after the annexation, or which meets any of the other annexation requirements of this Agreement. LEESBURG agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require LEESBURG to accept maintenance responsibility for such road.

e. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,, LEESBURG shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require LEESBURG to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall LEESBURG have any responsibility to widen any such road. For roads, the right of way width of which does not conform to City standards, City shall only be required to accept maintenance of the roadway, its right of way, and associated drainage facilities, if the right of way has a width of at least 40 feet, and is not prescriptive in nature.

4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In order to minimize such difficulties, LEESBURG and the COUNTY agree as follows:

- a. **Development Applications.** For any application for development which is received by COUNTY for land within the LEESBURG ISBA, designated area on **Exhibit A**, or any application for development received by LEESBURG for land within LEESBURG limits and within five hundred feet (500') of land that is located in the unincorporated area,



LEESBURG or COUNTY, as the case may be, will immediately provide a copy of the development application to the other. LEESBURG and COUNTY shall work together to minimize any conflicts in regulations and to make the permitting process as efficient as can be.

b. **Land Development Regulations.** LEESBURG and the COUNTY shall work together to compare their respective Land Development Regulations, and where there are inconsistent regulations; work towards eliminating such inconsistency, to the extent possible. When regulations are inconsistent, LEESBURG and the COUNTY shall strive to jointly amend the regulations with a goal to eliminate unnecessary conflict. LEESBURG and the COUNTY recognize there may be regulations that a party cannot amend for purposes of consistency due to factors beyond the party's control, for example, consumptive use permit requirements. It is estimated that this process shall take up to thirty-six (36) months, at which time elected representatives from LEESBURG and the COUNTY shall meet to review the progress that has been made.

c. **Comprehensive Plans.** LEESBURG and the COUNTY acknowledge that LEESBURG's Comprehensive Plans will have to be updated as annexations occur, and that the COUNTY Comprehensive Plan may need to be amended to accommodate future growth plans of LEESBURG within their designated areas. LEESBURG and the COUNTY agree to work together to jointly plan the designated areas to avoid incompatibility between uses in LEESBURG and COUNTY.

5. **SOLID WASTE.** COUNTY agrees that any contract that it enters for the collection of waste will be able to be utilized by LEESBURG at their option, and will coordinate and communicate with LEESBURG on solid waste disposal opportunities which may exist after 2014.

6. **FIRE HYDRANTS.** LEESBURG agrees that any time a potable water line is extended into or through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended distances, based on LEESBURG's standards and approval, for fire hydrant spacing at COUNTY's expense. LEESBURG agrees that COUNTY shall have the right to have fire hydrants installed on any City water line located in the unincorporated area at COUNTY expense and as approved by LEESBURG. LEESBURG agrees that the COUNTY Fire Department shall have the right to use any City fire hydrant for official firefighting purposes, at no cost; COUNTY shall, however, notify LEESBURG anytime such a hydrant is used along with an estimate of how much water was used. When COUNTY utilizes any fire hydrant for training or other purposes not related to actual firefighting, COUNTY shall reimburse LEESBURG for the cost of the water used. Notification shall be in writing to the City Manager and provided within seven (7) calendar days of the COUNTY's use. County agrees to assist Leesburg with annual testing of fire hydrants within close proximity of the County fire station.

7. **SHARING OF EQUIPMENT AND RESOURCES.** LEESBURG and the COUNTY each own and operate equipment and resources (including but not limited to training facilities) that might be of use to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party

1 to this agreement to utilize the resources of another party in an effort to avoid duplication.  
2 LEESBURG and the COUNTY agree to allow the other party to utilize resources and equipment  
3 owned by the other so long as such equipment and resource is available and so long as the using party  
4 pays all costs involved with such use. It is recognized that in order to utilize some types of  
5 equipment, staffing from the donating agency will also be required, and in such a case, the agency  
6 using such resource or equipment shall also be responsible to pay any staff costs.  
7

8 8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing  
9 system. Such system is in use in the unincorporated area of Lake County and in some municipal  
10 areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not  
11 in compliance with the COUNTY numbering system. However, universal use of the COUNTY  
12 addressing system will enhance emergency response for all citizens of Lake County. LEESBURG  
13 and the COUNTY agree that any new address issued by LEESBURG or COUNTY (including any  
14 readdressing that may occur) will be issued in accordance with the County E 911 addressing system  
15 and rules. LEESBURG agrees that from the Effective Date of this agreement, all new addresses  
16 issued to their residents, shall meet the COUNTY's addressing standards. LEESBURG shall utilize  
17 the process set forth in Exhibit B, attached hereto and incorporated herein by reference.  
18

19 9. **FIRE AND RESCUE SERVICES.**  
20

21 a. COUNTY and LEESBURG agree to automatically respond to assist the other for all  
22 types of emergencies including fire, medical emergencies, rescue, hazardous material,  
23 extrication, and natural and accidental disasters within the ISBA area, as well as in  
24 adjacent areas pursuant to Section (d) below. The provisions of this agreement do not  
25 apply to non-emergency calls, as defined in vii. below.  
26

27 i. The parties agree to provide such assistance on an automatic aid basis utilizing  
28 the available units nearest to the incident.  
29

30 ii. This agreement is not intended and shall not be construed to in any way deprive  
31 COUNTY or LEESBURG of any jurisdictional powers that such entity may  
32 have, nor is it the intention of the parties to combine their individual departments  
33 into a single department or district providing the services encompassed by this  
34 agreement.  
35

36 iii. For purpose of this agreement, automatic aid shall be defined as the immediate  
37 response of emergency personnel closest to the scene, regardless of whether such  
38 personnel are from the jurisdiction where the incident is located. The automatic  
39 aid shall be based on a predefined process agreed to pursuant to vii. below that  
40 results in the immediate response of emergency personnel to the scene of an  
41 emergency. COUNTY and LEESBURG shall mutually agree on the level of  
42 response that different types of incidents will require, and units will be  
43 dispatched accordingly. All units of COUNTY and LEESBURG shall be  
44 available to be dispatched, unless involved in another call, if such response is  
45 required based on the necessary level of response that is required.

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- iv. During the term of this agreement, COUNTY and LEESBURG agree that they will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter “LEMS”) (or any successor entity approved both by COUNTY and LEESBURG) for dispatching of fire and emergency medical services.
  - v. During the term of this agreement, COUNTY and LEESBURG agree that they will install and maintain Automatic Vehicular Locator Systems (hereinafter “AVL”) on all emergency response vehicles in their fleets that are located in or near the ISBA area; such Automatic Vehicular Locator Systems shall be compatible with computer and radio systems maintained by LEMS. COUNTY agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for any LEESBURG response vehicle that does not currently have one; LEESBURG will be responsible to purchase such units for vehicles placed in service after the effective date. LEESBURG and COUNTY will be responsible for maintenance and operating charges for AVL’s on their own vehicles.
  - vi. While providing automatic response, an entity that is responding outside its jurisdiction shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the jurisdiction in which the incident is located is not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and LEESBURG shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.
  - vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and LEESBURG for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
  - viii. Nothing in this agreement shall prohibit COUNTY or LEESBURG from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and LEESBURG.
  - ix. COUNTY and LEESBURG agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party.

- 1                   x. Nothing in this agreement shall affect any other mutual aid agreements that are or  
2                   may be in existence between COUNTY and LEESBURG or any other  
3                   governmental unit for areas not included within this agreement.  
4
- 5           b. It is the intent of this agreement to allocate the costs of an agency responding to an event  
6           in the other's jurisdiction through a method whereby compensation is set based upon the  
7           type of call. At the end of each quarter, the number of calls that COUNTY and  
8           LEESBURG respond to in the other's jurisdiction shall be reviewed, calculated and  
9           compensation shall be paid as follows:  
10
- 11                   i. At the end of each quarter, calls responded to in the other agency's jurisdiction  
12                   shall be determined, utilizing call data maintained by the dispatch agency. Only  
13                   calls where the dispatcher dispatched a unit based on the predefined process  
14                   described above shall be counted. As indicated earlier, COUNTY or  
15                   LEESBURG have the right to send units to a call without being dispatched;  
16                   however, in such a case, such call shall not be calculated for purposes of  
17                   compensation. For purposes of this provision, "self-dispatched" calls shall be  
18                   defined, based on dispatch records, as calls wherein the dispatcher did not call  
19                   the unit to the scene.  
20
- 21                   ii. Determination of compensable calls. The following rules shall be used to  
22                   determine how to determine the number of compensable calls:  
23
- 24                               1. For purposes of medical calls, each vehicle that is dispatched shall be  
25                               considered a separate call.  
26                               2. For purposes of fire calls, each call for service to an incident shall be  
27                               considered one call, regardless of the number of vehicles that are  
28                               dispatched.  
29                               3. Calls that are dispatched for non-emergency purposes shall not be  
30                               counted as a response by COUNTY or LEESBURG for purposes of this  
31                               agreement and neither agency shall be required to respond to such non-  
32                               emergency call, although they may respond if they wish.  
33                               4. Calls that are self-dispatched meaning responses that are to an incident  
34                               where the dispatcher did not call that unit shall not be counted as a  
35                               response for purposes of this agreement.  
36                               5. Calls that are dispatched due to an automobile accident shall be counted  
37                               as a medical call incident.  
38                               6. Additional rules and compensation amounts regarding specific types of  
39                               calls may be applied if approved in writing by the City Manager of  
40                               LEESBURG and County Manager of COUNTY.  
41
- 42                   iii. At the end of each quarter, the number of calls for the prior quarter shall be  
43                   reviewed to determine if either COUNTY or LEESBURG responded to more  
44                   calls outside their jurisdiction than were responded to inside their jurisdiction.  
45                   For this purpose, separate calculations shall be made for emergency medical  
46                   response and fire response. A call which is made by the dispatcher, but  
47                   subsequently cancelled shall be calculated as half (½) of a call. For each

category of calls, the number of calls that one party responded to that exceeds the number of calls the other party responded to shall be the “net number of calls”. Only the net number of calls shall be compensable. By way of illustration, in a quarter if LEESBURG were to answer fifty (50) calls in COUNTY’s jurisdiction, and COUNTY were to answer forty-five (45) calls in LEESBURG’s jurisdiction, the net five (5) calls would be compensable from COUNTY to LEESBURG.

iv. Net calls shall be compensated in the following amounts:

1. Medical Call: \$100 per call.
2. Fire Call: \$500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor LEESBURG shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their own negligence and the negligence of their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

1. The effective date for the automatic aid portion of this agreement shall be February 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and LEESBURG. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after January 31, 2018, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and LEESBURG shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and LEESBURG for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

d. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the LEESBURG ISBA area. These include Tavares, Fruitland Park and the Village Center Community Development District (VCCDD). It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to LEESBURG and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by LEESBURG and COUNTY.

- 1 e. In making the determination of amounts due under this agreement, data from LEMS's  
2 dispatch shall be used as the basis to determine the number of calls which are to be  
3 counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS  
4 will prepare a report and send it to LEESBURG and COUNTY. LEESBURG and  
5 COUNTY shall have fifteen (15) days to review such report, and to object. Should either  
6 party object to the report or the data contained therein, the County Manager and City  
7 Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should  
8 the managers be unable to resolve such objection, payment shall be made for the portion  
9 of the report that is not in dispute, and the parties shall select a Certified Professional  
10 Accounting Firm which shall conduct a review and render a decision on the dispute. The  
11 decision of the Certified Public Accounting Firm shall be final and binding on all parties  
12 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by  
13 COUNTY and LEESBURG.  
14
- 15 f. Any payments that are due to another party to this agreement shall be made within  
16 twenty-five (25) days after the delivery of the report described in Section (e) above,  
17 unless an objection is filed. In such a case, the undisputed portions of the report shall be  
18 paid and the balance shall be due within fifteen (15) days after resolution of the dispute.  
19
- 20 10. **SOUTH LAKE ISBA.** Nothing in this agreement shall abrogate any of the obligations or  
21 restrictions that Leesburg or County has with areas outside the Leesburg ISBA boundary, and  
22 Leesburg and County reaffirm their legal obligations relating to Groveland, Mascotte, Clermont,  
23 Minneola and Howey in the Hills, as set forth in such agreement.
- 24 11. **JOINDER.** Joinder in this agreement by Fruitland Park, Tavares and VCCDD is only for the  
25 purpose of approving the boundary of the Leesburg ISBA, and to authorize a possible future  
26 automatic aid agreement that is region wide, as provided herein. Fruitland Park and Tavares agree  
27 neither shall be permitted to annex any area in the Leesburg ISBA. Nothing herein shall preclude  
28 Leesburg from entering into separate interlocal service boundary agreements with Fruitland Park  
29 or Tavares governing issues between them not dealt with in this Agreement.
- 30 12. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years  
31 from the effective date of this Agreement. This Agreement shall be effective upon final adoption  
32 of an Ordinance adopting this Agreement enacted by LEESBURG and COUNTY. The Effective  
33 Date shall be the date of final adoption by the last party.
- 34 13. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the  
35 Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the  
36 twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.
- 37 14. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this  
38 Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term  
39 of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least  
40 eighteen (18) months prior to the termination date.
- 41 15. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party  
42 without cause, prior to its expiration, unless an amendment to the Agreement is approved by all  
43 Parties in writing.



16. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, a party may file an action in circuit court.

17. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any Party may otherwise designate in writing.

City of Leesburg:

Al Minner, City Manager  
Post Office Box 490630  
Leesburg, Florida 34749

cc: Bill Wiley, Community Development Director  
204 N. 5th Street  
Leesburg, Florida 34749

Lake County:

David Heath, County Manager  
P. O. Box 7800  
Tavares, Florida 32778

cc: Sanford A. Minkoff, County Attorney  
P.O. Box 7800  
Tavares, Florida 32778

City of Tavares:

City Administrator  
201 E. Main Street  
Tavares, Florida 32778

cc: Community Development Director  
201 E. Main Street  
Tavares, FL 32778

City of Fruitland Park:

City Manager  
506 W. Berckman Street  
Fruitland, Florida 34731

cc: Community Development Director  
506 W. Berckman St.  
Fruitland, Florida 34731

VCCCD:

Janet Y. Tutt, District Manager  
Village Center Community Development District  
984 Old Mill Run  
The Villages, Florida 32162

cc: Edmund Cain, Fire Chief  
Villages Public Safety Department

18. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.
19. **AUTHORITY.** The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.
20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
21. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.
22. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.
23. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida Statutes*, the Parties shall no later than six (6) months from the Effective Date make a good faith effort to amend their respective intergovernmental coordination elements of their comprehensive plan as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance with this Agreement as well as to address areas of economic development, which may include employment centers, industrial, commercial, and multi-family uses. Consistent with §171.203(11), *Florida Statutes*, and within the time frame established above, LEESBURG shall make a good faith effort to adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation.
24. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).



- 1  
2 25. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, LEESBURG  
3 shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.  
4  
5 26. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall  
6 adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.  
7  
8 27. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of  
9 the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.  
10  
11

1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.  
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5 **BOARD OF COUNTY COMMISSIONERS**  
6 **LAKE COUNTY, FLORIDA**  
7  
8  
9

10 \_\_\_\_\_  
11 Jimmy Conner, Chairman  
12

13 This \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
14

15 **ATTEST:**  
16  
17

18 \_\_\_\_\_  
19 Neil Kelly, Clerk of the  
20 Board of County Commissioners  
21 of Lake County, Florida  
22  
23  
24

25 Approved as to form and legality:  
26  
27

28 \_\_\_\_\_  
29 Sanford A. Minkoff  
30 County Attorney  
31  
32

1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.  
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4

5 **CITY OF LEESBURG, FLORIDA**  
6  
7  
8

9 \_\_\_\_\_  
10 John Christian, Mayor  
11  
12

13 This \_\_\_\_ day of \_\_\_\_\_, 2014  
14

15 ATTEST:  
16  
17

18 \_\_\_\_\_  
19 Betty Richardson, City Clerk  
20  
21

22  
23 Approved as to form and legality:  
24  
25

26 \_\_\_\_\_  
27 Fred Morrison, City Attorney  
28

1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

2  
3  
4 **CITY OF TAVARES**

5  
6  
7  
8 \_\_\_\_\_  
9 Robert Wolfe, Mayor

10  
11  
12  
13 This \_\_\_\_ day of \_\_\_\_\_, 2014.

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 Nancy Barnett, City Clerk

19  
20  
21 Approved as to form and legality:

22  
23 \_\_\_\_\_  
24 Robert Q. Williams, City Attorney  
25  
26

1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.  
2  
3

4 **CITY OF FRUITLAND PARK, FLORIDA**  
5  
6  
7

8 \_\_\_\_\_  
9 Chris Bell, Jr., Mayor  
10

11  
12 This \_\_\_\_ day of \_\_\_\_\_, 2014.  
13

14 ATTEST:  
15

16 \_\_\_\_\_  
17 Marie Azzolino, Acting City Clerk  
18  
19

20 Approved as to form and legality:  
21

22 \_\_\_\_\_  
23 Scott Gerken, City Attorney  
24  
25  
26

1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.  
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4 **VILLAGE CENTER COMMUNITY**  
5 **DEVELOPMENT DISTRICT**  
6  
7  
8  
9

10 \_\_\_\_\_  
11 Stephen Drake, Chairman  
12

13 This \_\_\_\_ day of \_\_\_\_\_, 2014.  
14

15 ATTEST:  
16

17 \_\_\_\_\_  
18 Janet Y. Tutt, Secretary  
19  
20

21 Approved as to form and legality:  
22

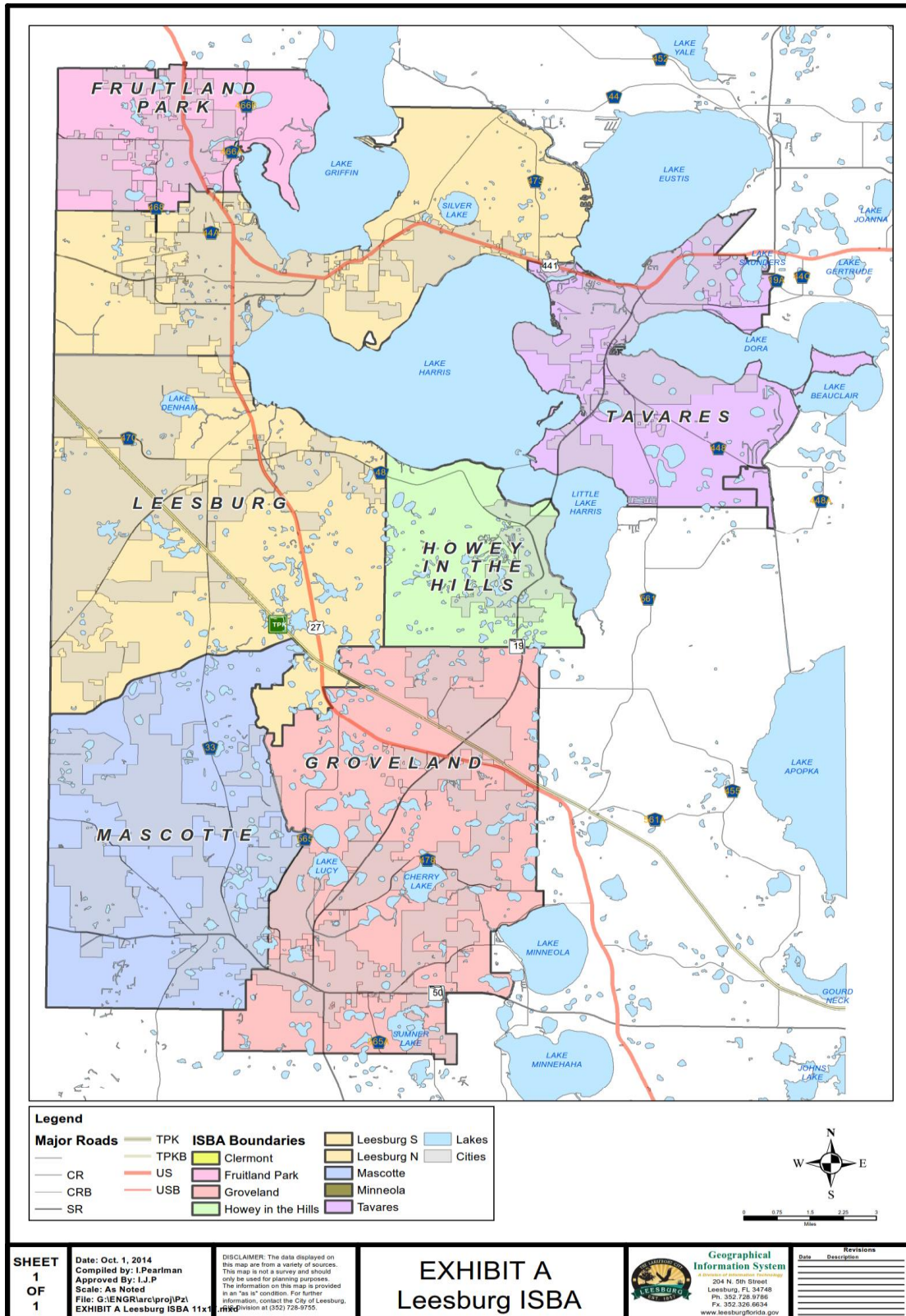
23 \_\_\_\_\_  
24 Lewis W. Stone, District Counsel  
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**EXHIBITS**

- Exhibit A: Interlocal Service Boundary Area Map
- Exhibit B: Addressing Standards

# EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY





**EXHIBIT B: ADDRESSING STANDARDS**  
**(Page 1 of 2)**

**Leesburg Addressing Obligations**

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Leesburg, and Leesburg will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Leesburg addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

## **EXHIBIT B: ADDRESSING STANDARDS**

**(Page 2 of 2)**

### **County Addressing Obligations**

- A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;
- B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;
- C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and
- D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.
- E. County properties annexing into Leesburg may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.